

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
JEROME'S MASONRY, INC.
FOR RENOVATION OF RESTROOM AT SORRENTO PARK
ITB 11-0214**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Jerome's Masonry, Inc., a Florida corporation, its successors and assigns, herein referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted an Invitation to Bid (ITB), #11-0214, seeking firms or individuals qualified to renovate an existing restroom located within Sorrento Park at 31535 Church Street, Sorrento, Florida; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to renovate an existing restroom located within Sorrento Park at 31535 Church Street, Sorrento, Florida 32776, herein referred to as the "Project".

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide all labor, materials and equipment to complete the Project in accordance with the Statement of Work, as amended by Addendum # 1, dated April 18, 2011, which are attached hereto and incorporated herein as **Exhibit A**, and in accordance with the Project drawings, also contained within **Exhibit A**, which are attached hereto on a disk and incorporated herein. It is understood that the Statement of Work may be modified by change order as actual construction of the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's

Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 The performance period under this Agreement shall commence upon the date of the purchase order or related Notice to Proceed, and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Agreement have been delivered and/or completed, and accepted by the COUNTY's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

3.3 CONTRACTOR acknowledges that time is of the essence in carrying out CONTRACTOR's responsibilities under this Agreement. All work to be performed under this Agreement shall be completed within sixty (60) calendar days from issuance of the written Notice to Proceed. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONTRACTOR, except in such cases where the completion date will be delayed due to acts of God, strikes or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days shall be granted for average weather delays. Average number of days of rainfall will be determined by http://www.sercc.com/climateinfo/historical/historical_fl.html. Days for calculating actual rainfall are days recorded with rainfall on <http://www.wunderground.com>.

Should the CONTRACTOR fail to complete the work within sixty (60) calendar days, it is hereby agreed and understood that the CONTRACTOR shall be assessed as liquidated damages and not as a penalty the sum of **Sixty Five Dollars (\$65.00)** per each calendar day after the scheduled completion date the Project continues. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the COUNTY's actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner. The COUNTY shall withhold from final payment to CONTRACTOR the amount of the liquidated damages assessed.

3.4 The CONTRACTOR shall be solely responsible for obtaining and paying for all necessary licenses, inspections and permits, including any inspection fees relating to teting, surveying and site plan efforts. CONTRACTOR shall also comply with all laws, ordinances, regulations and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain the required licenses, permits, or inspections shall be borne by the CONTRACTOR. The estimated building permit fees for this Project are Two Hundred Thirty-One and 76/100 Dollars (\$231.76).

3.5 The CONTRACTOR shall remain appropriately licensed and/or employ the services of a subcontractor who is appropriately licensed throughout the course of the Project. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement. CONTRACTOR's License number is CGC 1512539.

3.6 The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the work. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing and incorporated herein by reference.

3.7 In the event of any conflict between the drawings and specifications contained within this Agreement, the following shall govern:

A. Addenda shall supersede all other contract documents to the extent specified in the addenda. Subsequent addenda shall supersede prior to addenda only to the extent specified therein.

B. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing and/or the specifications be necessary for the proper construction and/or operation of the project as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

Article 4. Payment

4.1 The COUNTY shall pay and CONTRACTOR shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder, the total price for removal of the restroom at Sorrento Park, **Twenty-Eight Thousand Two Hundred and No/100 Dollars (\$28,200.00)**, the CONTRACTOR's base bid, including all applicable taxes, materials, labor, supervision, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY's purchasing policies and procedures. A copy of such policies and procedures shall be made available to the CONTRACTOR upon request.

4.2 Upon completion and acceptance of the work required in conjunction with this Agreement, the CONTRACTOR shall submit one lump sum invoice in duplicate to the COUNTY Finance Department with a copy to the Department of Economic Development and Community Services at P.O. Box 7800, Tavares, Florida 32778. All invoices shall contain the bid number, date and location of delivery or service, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and its contract may be terminated.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

4.4 The CONTRACTOR agrees and acknowledges that this Project is to be funded in whole or in part by Federal and State grant monies, to wit:

- Community Development Block Grant funding

As such, the CONTRACTOR and any subcontractor utilized by the CONTRACTOR agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to use of the monies, providing access to and the right to examine relative documents related to the Project and as specifically requested by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request. Further, CONTRACTOR hereby acknowledges that it must comply with the applicable Federal Department of Labor Davis-Bacon Act wage determination, which is attached hereto and incorporated herein as Exhibit B.

4.5 Other than the expenses set forth herein, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. County Responsibilities

5.1 COUNTY shall designate a County staff member to act as COUNTY's Project Manager.

5.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 6. Construction Provisions

6.1 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Statement of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete project which defines the scope of services. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

C. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

6.2 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any errors or omission appear in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR shall be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR shall be responsible for the results and the costs of rectifying any such error or omission.

6.3 Contractor Personnel.

A. The CONTRACTOR shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall, upon written notice, be discharged from the Project and shall not again be employed on the Project without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due, or may suspend the work with approval of the COUNTY until such orders are complied with.

C. The CONTRACTOR shall at all times have at the Project as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who shall receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Project activities, establish and maintain installation schedules, and provide the Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent shall be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

D. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

6.4 Subcontractors.

A. Within five (5) calendar days after the award of any subcontract, the CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

B. The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR's subcontractor and of persons either directly or indirectly employed by them.

C. All subcontractors shall have at least one supervisor/foreman on the job site that shall speak and understand English for so long as the subcontractor is working on the job site.

D. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the project schedule and applicable sub-schedules.

E. Releases of liens from subcontractors shall be required before final payment will be released.

6.5 Completion of the Statement of Work. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work shall be done in accordance with the contract documents.

6.6 Emergencies.

A. The CONTRACTOR shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. The CONTRACTOR shall submit to the COUNTY's Project

Manager, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location.

B. In the event of an emergency affecting the safety or protection of persons or property at the project site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the COUNTY written notice of the event as soon as possible, but in no event later than twenty-four (24) hours after the occurrence of the emergency. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order will be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.7 Safety.

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project and for complying with all requirements of the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards, the National Fire Protection Association, and any other industry or government standards. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as the OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by any of the above mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.

B. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite shall be in place and in proper working order at all times. If the COUNTY determines that the equipment is deficient in safety devices, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

C. The COUNTY may periodically monitor the work site for safety. Should there be safety and/or health violations, the COUNTY shall have the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

D. CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as danger signs, a construction fence, and other warnings against hazardous conditions. Barricades shall be provided by the CONTRACTOR when work is performed in areas traversed by persons, or when deemed necessary by the COUNTY Project Manager.

E. CONTRACTOR shall be responsible for the removal of all surplus material and debris from the Project site at the end of each workday, and dispose of in an appropriate manner. Should the CONTRACTOR fail to maintain a clean and safe site, the COUNTY shall retain the right to clean up and deduct the cost of such from the contract price. Upon final completion, CONTRACTOR shall thoroughly clean up all areas where work has been involved as mutually agreed with the COUNTY's Project Manager.

F. CONTRACTOR shall confine all equipment, materials and operations to the Project site and areas identified in the Contract documents. CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

G. The CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). If at any time the content of an MSDS is revised, the CONTRACTOR shall promptly provide a new MSDS to the COUNTY with the new information relevant to the specific material. Any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR shall be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR and the COUNTY shall share no responsibility with these costs. A copy of the complete report showing compliance with local, state, and federal agencies shall be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the CONTRACTOR to immediately contact the COUNTY with a description and location of the condition.

6.8 General Inspection Requirements.

A. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR's expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.

B. If, during or prior to construction operations, the COUNTY should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent the COUNTY's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

C. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR written or verbal notice of the defect. The CONTRACTOR shall then have five (5) calendar days from the date the notice is received to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the five (5) calendar days after receipt of the notice, the COUNTY may take whatever action is necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense or terminating the contract. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

D. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in the notice, the COUNTY shall have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR's expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals shall be paid for out of any monies due or which may become due the CONTRACTOR. A change order shall be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs shall include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of work of the CONTRACTOR's defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the Project attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate the contract for default.

E. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by federal or state representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

6.9 Project Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project, except where recycled content is specifically requested, shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and the contract cancelled; or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

B. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is

otherwise unfit for use, as determined by the COUNTY, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR'S expense. Until incorporated into the work, materials shall be the sole responsibility of the CONTRACTOR and the CONTRACTOR shall not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

6.10 Time for Completion and Extensions.

A. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR's work with the work of other contractors so that the CONTRACTOR's work or the work of others shall not be delayed or impaired. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR'S fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

C. If the CONTRACTOR complies with the twenty-four (24) hours notice requirement, the COUNTY shall ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY's sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR's construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

6.11 Changes in the Statement of Work.

A. Without invalidating the contract, the COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, increase or decrease the scope of the services and the contract price or time may be adjusted accordingly. For changes in work requested by CONTRACTOR, the CONTRACTOR shall prepare and submit change order requests for COUNTY approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other

changes during the course of the Project. Both the COUNTY and the CONTRACTOR shall execute the change order.

B. The value of such extra work or change shall be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change shall be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for requested change, the CONTRACTOR, shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY's adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement, the amount of an increase shall be limited to the CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In such case, the CONTRACTOR shall keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

E. The COUNTY shall not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order shall represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Statement of Work shall be promptly performed. All changes in work shall be performed under the terms and conditions of this Agreement.

6.12 Claims and Disputes.

A. Claims by the CONTRACTOR shall be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR

shall be deemed to have waived the claim. Written supporting data shall be submitted to the COUNTY within ten (10) calendar days after the occurrence of the event, unless the COUNTY grants additional time, in writing, or the CONTRACTOR shall be deemed to have waived the claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR shall be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY shall within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY shall specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in the County or Circuit Court sitting in Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data shall be submitted to the CONTRACTOR. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The CONTRACTOR shall respond in writing within fifteen (15) business days of receipt of the claim. If the claim cannot be resolved, the COUNTY shall have the option to submit the matter to mediation as set forth in (C)(2) above.

E. Arbitration shall not be considered as a means of dispute resolution.

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.13 Acceptance of the Work and Final Payment. The work delivered and services rendered under this Agreement shall remain the property of the CONTRACTOR and shall not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

A. **Final Inspection.** When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the COUNTY shall make the final inspection.

B. **Maintenance of Work.** The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance shall be maintained until final acceptance by the COUNTY.

C. **Final Acceptance.** When the Project or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties shall make an inspection of the Project, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. The CONTRACTOR shall have ten (10) calendar days to correct all deficiencies. An eighty dollar (\$80.00) inspection fee shall be applied for the second inspection and any required re-inspection. The COUNTY shall have the right to exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

When the work provided for under the contract has been completely performed by the CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

D. **Waiver of Claims.** The CONTRACTOR's acceptance of final payment **shall** constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY shall be deemed a waiver of the COUNTY's rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

E. **Termination of Contractor's Responsibilities.** The contract will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

F. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

6.14 Warranties. All warranties shall begin on the date of the COUNTY's acceptance. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the project. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents shall be new unless otherwise specified, and that all work shall be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement shall remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law. Further, a specific warranty period is included as a requirement as follows:

A. Type of Warranty Coverage Required. In addition to all other warranties that may be supplied by CONTRACTOR, the CONTRACTOR shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the COUNTY. This warranty requirement shall remain in force for the full one (1) year period regardless of whether the CONTRACTOR is under contract with the COUNTY at the time of defect. Any payment by the COUNTY on behalf of the goods or services received from the CONTRACTOR does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty. The CONTRACTOR shall be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies the CONTRACTOR of such deficiency in writing. If the CONTRACTOR fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR in writing that the CONTRACTOR may be debarred as a COUNTY contractor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place the CONTRACTOR in default of its contract, and/or (b) procure the products or services from another source and charge the CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

6.15 Sales Tax Recovery. In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the COUNTY is tax exempt when it purchases tangible personal property for use in public works projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by the COUNTY, the following procedure shall apply:

- A. The COUNTY, through the Department of Facilities Development and Management, shall determine whether the COUNTY shall directly purchase certain materials required for the Project. If the COUNTY determines that the COUNTY shall directly purchase certain materials, the COUNTY shall notify the CONTRACTOR in writing of the specific materials which the COUNTY intends to purchase.
- B. Within ten (10) calendar days from receipt of the written notice the CONTRACTOR shall advise the COUNTY in writing of: (a) the date upon which the materials must be on-site according to the Construction Schedule approved at that time, (b) the date that the CONTRACTOR directs that the COUNTY place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the CONTRACTOR requests that the COUNTY include in the Purchase Order to the vendor.
- C. The COUNTY may, but is not required to, provide the CONTRACTOR with the proposed Purchase Order for the materials. In that case, the CONTRACTOR shall review the Purchase Order for compliance with the Plans and Specifications, or other relevant contract documents. Within the earlier of: five (5) calendar days from the receipt of the proposed Purchase Order or the day prior to the date provided by the CONTRACTOR pursuant to the written notice, the CONTRACTOR shall provide the COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery thereof shall comply with the contract documents, including, without limitation, the plans, specifications and construction schedule.
- D. The COUNTY, through the Department of Facilities Development and Management, shall thereafter issue a Purchase Order for the materials with the vendor.
- E. The COUNTY shall take title to those materials directly from the vendor and shall bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by the CONTRACTOR. After the materials are delivered to the location designated by the CONTRACTOR, the CONTRACTOR shall have full responsibility for their storage, protection, risk-of-loss and installation pursuant to the contract documents, including, without limitation, the plans, specifications and construction schedule.

- F. The vendor shall invoice the COUNTY directly for the materials purchased from the vendor. The COUNTY shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this section, the CONTRACTOR shall be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials and to insure the materials against loss through the date that they are delivered to the location designated by the CONTRACTOR. Otherwise, nothing herein shall revise or modify the CONTRACTOR's responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased under this Section, the management of the materials once delivered or the incorporation of the materials into the Project, as provided in the contract documents, including, without limitation, the plans, specifications and construction schedule.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount. The COUNTY and CONTRACTOR shall execute a written change order described in this Agreement, and approved in accordance with the COUNTY's policy and procedures. The Change Order shall become a part of the contract documents as provided in this Agreement.

Article 7. Special Terms and Conditions

7.1 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or canceled upon the request and for the convenience of COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

7.2 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the County Manager. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

7.3 Insurance. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements at all times throughout the term of the Agreement. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

- (iv) Employers Liability with the following minimum limits and coverage:
- | | |
|-----------------------|-------------|
| Each Accident | \$1,000,000 |
| Disease-Each Employer | \$1,000,000 |
| Disease-Policy Limit | \$1,000,000 |
- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.
- (vi) Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies.
- (vii) Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.
- (viii) Certificate(s) of insurance shall identify the ITB number in the Description of Operations section of the Certificate.
- (ix) Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.
- (x) Certificate holder shall be:
- LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800
- (xi) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- (xii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

- (xiii) The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the Contractor's requirements.
- (xiv) Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- (xv) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

7.4 Indemnity. CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR's duties set forth in this Agreement.

7.5 Independent Contractor. CONTRACTOR and all its employees agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.6 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.8 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.9 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

7.10 Traffic Control. If required, CONTRACTOR shall be responsible for putting up and maintaining sufficient lights at night that meet the approval of the COUNTY; take proper precautions to guard against damage or injury to persons or property; keep streets and driveways open to traffic, at all times, during construction except when specific permission is granted by the proper authority for temporary closing.

7.11 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

7.12 Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

7.13 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall be the property of the

COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

7.14 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

7.15 Business Hours of Operation. No work shall be done on Saturday, Sunday or on any days between the hours of 5:00 p.m. and 8:00 a.m. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the COUNTY. No overtime work shall be started without prior approval of the COUNTY Project Manager.

7.16 Minimum Wage. The wage rate paid to all laborers, mechanics and apprentices employed by CONTRACTOR for the work under the Agreement shall not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

7.17 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the

property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR.

7.18 Risk of Loss. CONTRACTOR assumes the risk of loss of damage to the COUNTY's property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the contractor to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

8.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.11 With the consent of CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the County identifying the requirements of the additional County department(s).

8.12 CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

8.13 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

8.14 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.15 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Willie J. Wilson, President
40037 Palm Street
Lady Lake, Florida 32159
P.O. Box 508
Lady Lake, Florida 32158

If to COUNTY:

County Manager
County Administration Building, Suite 308
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

cc: Department of Economic Development &
Community Services

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

9.2 This Agreement contains the following Exhibits, all of which are incorporated herein:


- Exhibit A: Statement of Work, including Addendum # 1
Project Drawings and Specifications (attached on disk)
- Exhibit B: Davis Bacon Wage Determination

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 7 day of June, 2011, and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

JEROME'S MASONRY, INC.

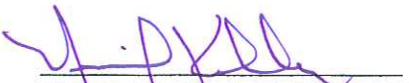

Name: WILLIE J. WILSON
Title: PRESIDENT

This 17th day of MAY, 2011.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:


Neil Kelly, Clerk of the Board
of County Commissioners of
Lake County, Florida


Jennifer Hill, Chair
This 10 day of June, 2011.

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

EXHIBIT A STATEMENT OF WORK

RENOVATION OF REST ROOM AT SORRENTO PARK 31535 Church St., Sorrento FL

PART I – SCOPE OF WORK

1.01 GENERAL SCOPE OF WORK

Provide all labor, materials, equipment, and all incidental or required items or services to supply and install the site furnishings, shown on the drawings, as specified herein, or as required to provide a full turn key completion of the project. The work covered under this contract shall include installation of a complete and fully operative electrical and plumbing system as indicated on the drawings and within this Statement of Work. Specific items of work include, but are not limited to:

- A. New stainless steel restroom fixtures to include ADA compliant toilet, sink, urinal, grab bar, soap dispenser and mirror – each side, Men & Women as specified on sheet P2. These fixtures are to be vandal resistant jailhouse grade fixtures manufactured by Metcraft Industries Inc. (**No Substitute**).
- B. Provide and install new lines from restroom building to existing well.
- C. New fluorescent ceiling mount light fixtures as specified on sheet E1. These fixtures are to be vandal resistant jailhouse grade manufactured by Luminaire Lighting Corporation (**No Substitute**)
- D. New Metal Doors and Door Frames as specified in Door schedule on sheet AS.1.0
- D. Paint exterior to match existing.
- E. Abandon existing Septic System and install new as per permit issued through the Environmental Health Department.

1.02 SUBMITTALS:

- A. With Initial Bid Response: Provide descriptive literature identifying all alternate items associated with the initial bid (see paragraph 1.21 of this Invitation to Bid for specific detail and direction in this regard).
- B. After Award: Submit product data/specification and shop drawings to Park and Trails Division for review and approval of all items of work. All submittals to be approved by Parks and Trails Division prior to contractor delivering materials to site.

1.03 FIELD CONDITIONS:

Verify and coordinate all work to field locations and dimensions. Contractor is responsible for the installation of temporary construction fencing and signage to safely enclose the work area.

1.04 PRODUCT HANDLING:

- A. Deliver products to site in manufacturer's containers or packaging.
- B. Store in secure and weather protected area.
- C. Return all damaged products to manufacturer

PART II – PRODUCTS

2.01 MATERIALS:

Provide products as called for on the drawing and specified herein. See furnishing schedule and descriptions on drawings for specific products and manufacturers (see paragraph 1.21 of this Invitation to Bid for specific direction regarding use of alternate items).

PART III – EXECUTION

3.0 WORKMANSHIP:

- A. All furnishings described herein shall be installed by qualified tradesman. All installation work and materials to be per manufacturer's specifications, or as directed by the designated County Representative.
- B. All work and materials are subject to the approval of the County.
- C. All products shall be inspected by the County for damage and chipped or marred finish. Contractor shall replace any damaged or rejected products at no conditional cost to the owner. The owner's representative may at his option authorize acceptance of chipped or scratched painted surfaces repaired by contractor at his own risk.

3.1 INSTALLATION

- A. Install furnishing in locations as indicated on the plans and details. Assure that all furnishings are installed plumb and level and in accordance with the plans and details.
- B. Install as per manufacturer's specifications.

3.2 ACCEPTANCE

- A. The County will review each installation to determine compliance with plans and specifications prior to final acceptance of the work.
- B. Any work not installed in accordance with the plans and specifications and rejected by the County shall be removed and replaced at the Contractor's expense.

3.3 GUARANTEES

The contractor shall furnish warranties in writing certifying that the quality and workmanship of all materials and installation furnished is in accordance with these specifications and in accordance with the original manufacturers' warranties. The contractor shall warrant the installation workmanship for a period of one year from the date of final acceptance of the job, or any accepted portion of the job.

3.4 CLEANING

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from site furnishing installations. Park will remain open to the public during construction.

3.5 ESTIMATED PERMIT FEES FOR THE WORK TO BE PERFORMED.

Vendors are advised that the permit fees for this project covered by the solicitation have been submitted by the County as part of the initial permitting process. The County has paid the zoning fees and review fees associated with the project. There remains a balance of \$231.76 remaining to be paid by awarded vendor in order for the permit to be issued. The awarded vendor will be responsible for any additional re-inspection fees or other fees that may be assessed due to, or resulting from, the awarded vendor's performance.



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 1

Date: April 18, 2011

Invitation to Bid (ITB) No. 11-0214

RENOVATION OF REST ROOM AT SORRENTO PARK

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum ____ does X does not change the date for receipt of bids or proposals.

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with questions of a non-administrative nature from individual vendors that have arisen to date. Please note that these questions and answers are confirming in nature and do not change any of the existing terms and conditions of the ITB.

Question 1: Per scope of work line (D) the exterior is to be painted. What about the interior of the restrooms?

Answer 1: Interior is to be painted as noted within Sheet AS.1.0 – Room Finish Schedule (calls for painted masonry).

Question 2: What is the budget number for this project?

Answer 2: There has been no formal estimate prepared for the project.

Question 3: On Page 21, Section 4- Pricing/Certifications/Signatures/ Notes: Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request. Direct purchase doesn't seem practical. Sales tax should be paid on items we provide to the job... Correct?

Answer 3: It is correct that vendors have to pay sales tax on materials they purchase and incorporate into the project. It is also correct that the County currently intends no "direct purchase" of any materials to be incorporated into the project. The general exemption statement re-printed in the inquiry applies only to direct purchases by the County itself.

Question 4: Septic Permit It calls for a 900 gal. tank and 195 sq ft of drain field but in the notes it says that the system should be upsized to a 1050 gal. and 500 sq ft of drain field to accommodate peak flows.

Answer 4: Vendors are to provide the 1050 gal. tank and the 500 sq ft of drain field as suggested on septic permit.

Question 5: Per the site walk through we are putting a new electrical line from the bathroom meter box to the well is this correct. If so do we need to put it in conduit?

Answer 5: Yes, the electric must be ran in conduit – as per plans.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____

EXHIBIT B **DAVIS BACON WAGE DETERMINATION**

General Decision Number: FL000120 01/31/2010 FL000

Superseded General Decision Number: FL00000120

State: Florida

Construction Type: Building

County: Lake County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/23/2010
3	08/06/2010
4	09/03/2010
5	09/10/2010
6	10/08/2010
7	10/29/2010
8	01/21/2011

BRFL0001-002 05/01/2010

	Rates	Fringes
TILE SETTER.....	\$ 18.50	6.00

EL500606-002 02/01/2010		

That portion south of a line beginning at the southeast corner of Marion County near Altoona, FL thence running east to a point on the Lake-Volusia County line due west of Orange City, FL.

	Rates	Fringes
ELECTRICIAN.....	\$ 23.15	8.10

* ELRC0706-003 01/01/2011		

That portion north of a line beginning at the southeast corner of Marion County near Altoona, FL thence running east to a point on the Lake-Volusia County line due west of Orange City, FL.

	Rates	Fringes
ELECTRICIAN.....	\$ 22.15	8.22-1.80

KNG10925-004 07/01/2010

	Rates	Fringes
OPERATOR: Mechanic.....	\$ 27.91	10.59
OPERATOR: Oiler.....	\$ 21.38	10.59
OPERATOR: Boom Truck.....	\$ 27.91	10.59

IRONS808-004 07/01/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 23.00	9.95

PATN1010-004 06/01/2010

	Rates	Fringes
PALMTR: Brush, Roller, Spray and Steel (Excludes Drywall Finishing/Taping).....	\$ 17.50	7.40

SPFL0821-001 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.80	14.10

SHSE0015-002 07/01/2009

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation Only).....	\$ 21.52	12.49

SOFL2009-017 01/22/2009

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.84	0.13
BRICKLAYER.....	\$ 19.32	0.00
CARPENTER, Includes Form Work (Excludes Acoustical Ceiling Installation, and Drywall Hanging).....	\$ 15.40	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 17.94	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.00	0.00
DRYWALL HANGER.....	\$ 13.81	0.89

FENCE ERECTOR.....	\$ 14.00	0.00
GLAZIER.....	\$ 16.07	6.24
INSTALLER - DRAPERY BLINDS.....	\$ 17.50	0.00
INSULATOR - BATT.....	\$ 18.79	0.00
INSULATOR - PIPE & PIPEWRAPPER....	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 10.85	0.00
LABORER: Concrete Saw.....	\$ 12.63	0.00
LABORER: Mason Tender - Brick....	\$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.63	1.90
LABORER: PipeLayer.....	\$ 11.53	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.60	0.00
LATCHER.....	\$ 13.41	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.00	0.47
OPERATOR: Blade/Grader.....	\$ 11.00	0.63
OPERATOR: Bulldozer.....	\$ 15.00	0.00
OPERATOR: Crane.....	\$ 17.75	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Loader.....	\$ 11.00	0.63
OPERATOR: Paver.....	\$ 12.83	0.00
OPERATOR: Pump.....	\$ 17.12	0.00
OPERATOR: Roller.....	\$ 10.68	0.00
OPERATOR: Screed.....	\$ 11.34	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00

PIPEFITTER (Excluding HVAC Pipe Installation).....	\$ 16.02	0.62
PLASTERER.....	\$ 16.00	0.67
PLUMBER (Including HVAC Pipe Installation).....	\$ 16.00	0.00
ROOFER, Including Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply and Slate & Tile (Excluding Metal Roof).....	\$ 14.68	1.53
ROOFER: Metal Roof Only.....	\$ 12.17	0.77
SCAFFOLD BUILDER.....	\$ 12.00	0.00
SHEETMETAL WORKER (Excluding HVAC Duct Installation).....	\$ 13.87	1.53
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.09	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)-(11)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.1 and 3.1 should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.1 If the answer to the question in 1.1 is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (see 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.1 If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board

(formerly the
Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION